



South Dakota Board of Nursing

4305 S. Louise Avenue Suite 201

Sioux Falls, SD 57106-3115

(605) 362-2760 ♦ Fax: 362-2768 ♦ www.nursing.sd.gov

Certified Nurse Midwife Collaborative Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, hereinafter referred to as physician, and _____, hereinafter referred to as Certified Nurse Midwife (CNM),

WITNESSETH:

Whereas, the Parties have developed a plan provided for under SDCL Chapter [36-9A](#) whereby certain professional services may be performed by a qualified, licensed CNM in compliance with educational and training requirements, pursuant to SDCL [36-9A](#) as administered by the South Dakota Board of Nursing and the South Dakota Board of Medical and Osteopathic Examiners, hereinafter referred to as Boards,

Whereas, performance of the overlapping scope of advanced practice nursing and medical functions requires licensure as a CNM and furthermore that such services shall be performed in collaboration with a physician, as defined in SDCL [36-9A-17](#),

Whereas, the Boards recognize the following nationally recognized documents to describe standards of practice and entry-level competencies for the practice of the CNM, *American College of Nurse-Midwives: Core Competencies for Basic Midwifery Practice* (May 2002, Revised June 2004). Silver Spring, MD: American College of Nurse-Midwives. <http://www.acnm.org/education.cfm?id=331>, and *Standards for the Practice of Midwifery* (March 2003). Silver Spring, MD: American College of Nurse-Midwives. <http://www.acnm.org/education.cfm?id=331>

And Whereas, the CNM is licensed to practice and manage care for women with focus on pregnancy, childbirth, post partum period, and gynecologic needs, care of the newborn, and family planning.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

A. The CNM may perform such services as are allowed by SDCL [36-9A-13](#) and other tasks authorized by the Boards and not expressly excluded by SDCL Chapter [36-9A](#) for which educational and clinic competency has been demonstrated in a manner satisfactory to said Boards, pursuant to SDCL [36-9A-15](#) and [36-9A-13](#).

1. Management of the prenatal and postpartum care of the mother-baby unit;
2. Management and direction of the birth;
3. Provision of appropriate health supervision during all phases of the reproductive life span to include family planning services, menopausal care, and cancer screening and prevention; and
4. Prescription of appropriate medications and provision of drug samples or a limited supply of appropriate labeled medications for individuals under the nurse midwife's care pursuant to the scope of practice defined in this section, including controlled drugs or substances listed on Schedule II in chapter 34-20B for one period of not more than thirty days. Medications or sample drugs provided to patients shall be accompanied with written administration instructions and appropriate documentation shall be entered in the patient's medical record.

Pursuant to SDCL 36-9A-17.1, parties may request modifications for approval by the Boards prior to performing. Boards base approval upon a finding of adequate collaboration, training, and proficiency.

☐ Modification Requested. (Describe and attach additional documentation as needed) _____

B. It is further understood and agreed by and between the parties:

1. Definition of Collaboration: Pursuant to SDCL [36-9A-1\(7\)](#), the act of communicating pertinent information or consulting with physician(s) licensed pursuant to Chapter [36-4](#), with each provider contributing their respective expertise to optimize the overall care delivered to the patient.
2. The term *direct personal contact*, pursuant to ARSD [20:62:03:04](#), means that both the collaborating physician and the CNM are physically present on site and available for the purposes of collaboration.

3. Collaboration by *direct personal contact* between the CNM and the Physician must occur no less than twice each month unless a modification request is approved by the Joint Boards that one of the twice monthly meetings be held by telecommunication (ARSD [20:62:03:03](#)).

☐ Modification Requested. (Describe modification and rationale) _____

4. Pursuant to ARSD 20:62:03:05, in addition to the required two meetings per month, the collaborating physician must be physically present on-site every ninety days at each practice location. This requirement does not apply to locations where health care services are not routine to the setting, such as patient homes and school health screening events.
5. When the collaborating physician is not in direct personal contact with the CNM, the physician must be available by telecommunication (ARSD [20:62:03:04](#)).
6. Nothing in this agreement shall be construed to limit the responsibility of either party to the other in the fulfillment of this agreement.
7. In the event the Boards put a restriction upon the services that may be performed by the CNM, the Physician hereby waives any objection to the CNM's failure to perform those tasks not permitted by said Boards.
8. Pursuant to SDCL [36-9A-17.2](#), the Boards will not approve any collaborative agreement that includes abortion as a permitted procedure.

C. The CNM will work:

☐ Full-time: 100% FTE status ☐ Part-time: _____ % FTE status

Pursuant to SDCL [36-9A-17.1](#) a physician may establish a collaborative relationship with up to four full-time equivalents (FTE).

D. The CNM will practice at the following location(s) in South Dakota: (Attach additional page as needed)

• Facility Name: _____

Address _____ Zip _____

Phone _____ Fax _____

• Facility Name: _____

Address _____ Zip _____

Phone _____ Fax _____

• Facility Name: _____

Address _____ Zip _____

Phone _____ Fax _____

- E. The collaborative agreement shall not take effect until it has been completely executed between the Physician and the CNM outlining those activities which the CNM shall perform, shall be filed in the office of the State Board of Nursing and approved by the Joint Boards.

The agreement shall remain in effect as long as the terms defined herein describe the CNM's current practice unless terminated in writing by either party. Upon termination of this agreement, the CNM may not perform the services defined in SDCL [36-9A-12](#) unless a new or existing collaborative agreement is on file with the Boards. If such termination occurs, the CNM shall report the same to the Boards within ten (10) days of such termination.

It is further understood and agreed by and between the parties that any changes in the practice act subsequent to the date of this collaborative agreement will take precedence and modify the affected provision(s) of this agreement.

THE PARTIES HERETO ENTER IN THIS AGREEMENT ON THE DATE AND YEAR FIRST WRITTEN ABOVE:

I, the undersigned, declare and affirm under the penalties of perjury that this Collaborative Agreement has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

I am aware that should I furnish any false information in this Collaborative Agreement, such an act may constitute cause for denial of approval and discipline of my license to practice in South Dakota.

Primary Collaborating Physician:

_____ Print or Type Name	_____ Signature	_____ License #	_____ Date
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CNM:

_____ Print or Type Name	_____ Signature	_____ License #	_____ Date
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Secondary Collaborating Physician(s): (Attach additional page as needed)

If the primary collaborating physician is unavailable, or unable to meet the standard of collaboration with the CNP; the physician or physicians identified in this agreement as secondary physicians, have agreed to provide the required collaboration (SDCL [36-9A-17](#) ; ARSD [20:62:03:06](#)).

_____ Print or Type Name	_____ Signature	_____ License #	_____ Date
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_____ Print or Type Name	_____ Signature	_____ License #	_____ Date
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_____ Print or Type Name	_____ Signature	_____ License #	_____ Date
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Mail original agreement with signatures to the South Dakota Board of Nursing:

4305 S. Louise Avenue, Suite 201; Sioux Falls, South Dakota 57106-3115.

To expedite approval process you may fax, 605-362-2768, or email (Linda.Young@state.sd.us) copy of document to the Board of Nursing Office; *the original must be mailed to the Board of Nursing.*

The CNP will receive written notice of approval status to their last known home address. Others may request notice of approval status by email, send request to Linda.Young@state.sd.us.

Retain a copy of agreement for your records.

****Must receive Joint Board approval prior to practice****

(7/09)